

## ATTACHMENT IX

### NEW YORK STATE DEPARTMENT OF HEALTH SEXUAL ASSAULT FORENSIC EXAMINER (SAFE) TRAINING PROGRAM PROVIDER AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Commissioner of Health (hereinafter referred to as the DEPARTMENT) Party of the First Part, and the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the PROGRAM, Party of the Second Part;

#### W I T N E S S E T H:

Whereas, under of the provisions of Article 28 of the New York State Public Health Law, the DEPARTMENT has general responsibility and jurisdiction over matters related to care provided in hospitals; and

Whereas, the care to survivors of rape and sexual assault is a vital component of health care for the residents of New York; and

Whereas, the New York State Legislature has authorized the Commissioner of Health to set standards and designate hospitals as Sexual Assault Forensic Examination (SAFE programs), as well as to certify sexual assault forensic examiners through enactment of the Sexual Assault Reform Act; and

Whereas, the New York State Department of Health has established standards for comprehensive sexual assault forensic examination services and for certification of sexual assault forensic examiners; and

Whereas, the New York State Department of Health has established minimum standards for didactic and clinical training for certified sexual assault forensic examiners and requires that such training occur in a program approved by the Department; and

Whereas, the PROGRAM plans to offer didactic and clinical training programs for certified sexual assault forensic examiners and has expressed an interest in being approved by the Department as a program which meets the minimum standards for didactic and clinical training for certified sexual assault forensic examiners;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. The PROGRAM agrees to provide comprehensive training to individuals

consistent with the curriculum, course schedule, teaching strategies and other material submitted to, and approved by, the Department, as well as all standards and course content which are appended hereto and made a part of this agreement;

2. The PROGRAM agrees to utilize instructors who have demonstrated training experience and expertise in the field of forensic science and sexual assault. At least one faculty member must be an active DOH certified sexual assault forensic examiner;
3. The PROGRAM agrees to update the curriculum and associated materials as needed to reflect new medical and forensic standards for the care and treatment of victims of sexual assault, and agrees to provide such curriculum changes and associated materials to the DEPARTMENT for review, on request;
4. The PROGRAM agrees to keep an accurate record of attendance for each segment of the course, utilize regular evaluation, including pre- and post- testing of participants, and issue documentation of completion to each participant who has satisfactorily demonstrated mastery of the didactic and clinical training for certified sexual assault forensic examiners;
5. The PROGRAM agrees to provide documentation to those individuals who have demonstrated mastery of the didactic and clinical training for certified sexual assault forensic examiners. This documentation will also be provided to the DEPARTMENT in a timely manner;
6. The PROGRAM agrees to provide the DEPARTMENT with ready access to any and all training sites while training is being conducted and to any and all written curricula, course schedules, faculty credentials and related information, records, reports, and other relevant materials;
7. The PROGRAM shall notify the DEPARTMENT of circumstances resulting in the inability of the PROGRAM to perform activities and services required under the AGREEMENT;
8. The PROGRAM shall make available to the DEPARTMENT upon request any technical or course evaluation data, including, but not limited to, the number of individuals trained or the results of pre- and post-training testing related to the training program;
9. The PROGRAM shall indemnify and hold the DEPARTMENT harmless from and against any and all claims, costs, expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of, occasioned by, or in connection with the PROGRAM performance under this AGREEMENT. This clause shall survive the termination of this agreement howsoever caused.
10. Upon approval of the submitted course curriculum, course schedule, teaching strategies and other required materials, satisfactory demonstration of the PROGRAM's ability to comply with all requirements of this agreement, and execution of this agreement by both parties, the DEPARTMENT agrees to provide Program with a certificate stating that the training program meets the minimum standards and requirements for didactic and clinical training for certified sexual assault forensic examiners;
11. The PROVIDER agrees to provide oversight of any preceptorships of candidates seeking SAFE Examiner Certification within the program, which shall include, but

not be limited to, ensuring experienced certified sexual assault forensic examiners directly oversee examinations and procedures performed by candidates on sexual assault survivors and provide guidance and evaluation as necessary until the program determines the candidate has the training and experience necessary to perform such examinations and procedures in a manner that is consistent with SAFE standards, sexual assault protocols and any other applicable standards of care.

12. The DEPARTMENT, its employees, representatives and designees shall have the responsibility for determining adherence to this and may require immediate remedial action to ensure that such PROGRAM is provided in a manner which is consistent with this agreement;
13. The DEPARTMENT may cancel this AGREEMENT at any time giving to the PROVIDER not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled. Cause for cancellation of this AGREEMENT shall include but not be limited to failure of the PROGRAM to comply with the terms of this AGREEMENT, including but not limited to failure to provide training consistent with standards and failure to provide program data as specified in No. 8 above;
14. The PROGRAM may request cancellation of this AGREEMENT when there are extenuating circumstances adversely affecting the PROGRAM. Such cancellation must be requested in writing and include a description of the basis for the request, and shall require approval by the DEPARTMENT. Such approval shall not be unreasonably withheld.

This AGREEMENT shall be effective for the period beginning \_\_\_\_\_ and may continue in effect thereafter with the consent of both parties.

PROVIDER

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Facility Name)

THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Division of Family Health